

**ZB# 08-15**

**Lois Lyon**

**43-1-58**

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ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR  
555 UNION AVENUE  
NEW WINDSOR, N.Y. 12553

June 9, 2008

08-15 Lois Lyon (Area) (Minu)  
41 Chimney Corner (43-1-1)

In the Matter of the Application of

**LOIS LYONS (MINUTA)**

MEMORANDUM OF  
DECISION GRANTING

**AREA**

CASE #08-15

**WHEREAS, LOIS LYONS** , owner(s) of 2 Chimney Corner, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an ) Request for 2 ft. Side Yard Setback for proposed 28 ft. X 10 ft. addition at 2 Chimney Corner Road in an R-4 Zone (43-1-58)

**WHEREAS**, a public hearing was held on June 9, 2008 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, Joe Thompson spoke on behalf of this Application; and

**WHEREAS**, there were no spectators appearing at the public hearing; and

**WHEREAS** no one spoke opposition to the Application; and

**WHEREAS**, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Official Town Newspaper, also as required by law.
2. The Evidence presented by the Applicant showed that:
  - (a) The property is a residential property located in a neighborhood of residential properties where the proposed use is allowed in an R-4 zone.
  - (b) The property is located on the corner of two roadways.
  - (c) The applicant proposes to place an addition on the existing structure.

- (d) With the addition the structure will be consistant with the other structures in the neighborhood.
- (e) The applicant will not be cutting any trees or removing substaincal vegetation in building the addition.
- (f) The addition is not on top of or interfer with any esments including, but not limited to, water, sewer, and electric.
- (g) The addition will be as long as the main portion of the house but will not extend to the garage.
- (h) In irrecting the addition they will not be daverting the flow of water drainage or creating the ponding or collection of water.

**WHEREAS,** The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance(s) will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant that can produce the benefits sought.
3. The variance(s) requested is/are substantial in relation to the Town regulations but, nevertheless, are warranted.
4. The requested variance(s) will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is/are self-created but, nevertheless, should be allowed.
6. The benefit to the Applicant, if the requested variance(s) is/are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance(s) are/is appropriate and are/is the minimum variance(s) necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance(s).

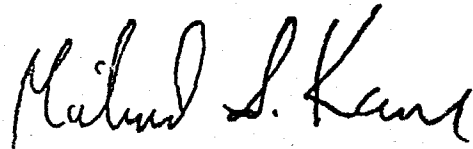
**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for 2 ft. Side Yard Setback for proposed 28 ft. X 10 ft. addition at 2 Chimney Corner Road in an R-4 Zone (43-1-58) as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and/or Building Inspector and Applicant.

Dated: June 9, 2008



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Chairman



S4020972.JPG



S4020975.JPG



S4020965.JPG



S4020968.JPG



S4020993.JPG



S4020999.JPG



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
OFFICE  
845-563-4615**

**MEMORANDUM**

**TO: JACK FINNEGAN, COMPTROLLER**  
**FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD**  
**DATE: 01-21-09**  
**SUBJECT: ESCROW REFUND 08-15**

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 162.10 TO CLOSE OUT  
ESCROW FOR:**

**ZBA FILE #08-15**

**NAME & ADDRESS:**

**Lois Lyon  
2 Chimney Corner  
New Windsor, NY 12553**

**THANK YOU,**

**MYRA**

**JF.01-21-09**



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
RECORD OF CHARGES & PAYMENTS**



FILE #08-15      TYPE: AREA      TELEPHONE: 565-2399

**APPLICANT:**

Lois Lyon  
2 Chimney Corner  
New Windsor, NY 12553

RESIDENTIAL:	\$ 50.00	CHECK # <u>1202</u>
COMMERCIAL	\$ 150.00	CHECK # _____
INTERPRETATION	\$ 150.00	CHECK # _____

ESCROW:      RESIDENTIAL \$300.00      CHECK # 1201



<u>DISBURSEMENTS:</u>		<u>MINUTES</u>	<u>ATTORNEY</u>
		<u>\$7.00 / PAGE</u>	<u>FEE</u>

PRELIMINARY:	<u>4</u>	PAGES	<u>\$ 28.00</u>	<u>\$ 35.00</u>
2 <sup>ND</sup> PRELIMINARY:	—	PAGES	<u>\$ _____</u>	<u>\$ _____</u>
PUBLIC HEARING:	<u>4</u>	PAGES	<u>\$ 28.00</u>	<u>\$ 35.00</u>
PUBLIC HEARING:	—	PAGES	<u>\$ _____</u>	<u>\$ _____</u>

LEGAL AD: Publish Date: 5/23      11.90

TOTAL:	<u>\$ 67.90</u>	<u>\$ 70.00</u>
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ESCROW POSTED:      \$ 300.00  
LESS: DISBURSEMENTS:      \$ 137.90

AMOUNT DUE:      \$ \_\_\_\_\_

REFUND DUE:      \$162.10

Cc:

J.F. 1/21/-09

LOIS\_LYON\_(08-15)

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MR. KANE: Next public hearing is Lois Lyon. Request for two foot side yard setback for proposed 28 foot by 10 foot addition at 2 Chimney Corner in an R-4 zone.

MR. THOMPSON: Good evening, my name is Joe Thompson here as the project manager to represent our client, Lois Lyon. This property is on 2 Chimney Corner here in New Windsor. It's a corner lot and we're proposing an addition to the house that requires a two foot rear yard setback variance as it encroaches on the 20 foot minimum to 18.1 foot so about two feet. The existing neighboring house was added from the last time we came before the board at the initial meeting and that's about 26.2 feet away from that front line so that does comply with current zoning standards. This lot was a difficult lot to design. There's a pre-existing, non-conforming addition with the lot size, the house was built in the 1950's before current zoning requirements and I believe as Mr. Babcock informed us last time zoning requirements have changed over the years which have become more restrictive than they were when this was constructed. So we had a difficult time planning this without requesting a variance. We don't believe it to be too substantial in size as it's only 2 feet and it will greatly increase the aesthetics of the existing home and functionality of it. The property is owner-occupied and well maintained and the use and the scale and the aesthetics of the addition will be in keeping with the rest of the neighborhood. The elevations right here are shown. The work mainly is composed of this rear addition which is 10 x 28 foot and that's what crosses over that setback line and the front there's a new dormer and the front porch spanning the full width of the front facade along with some exterior front elevations made to improve its condition. That's pretty much the extent of the work that we propose on this property.

MR. KANE: Does the board have any additional questions or information that they need? What's the addition going to be used for?

MR. THOMPSON: The addition will be a family room along with a bathroom and a bathroom combination laundry room so laundry can come up out of the existing basement so the client doesn't have to climb the sets of stairs.

MR. KANE: The addition is only coming out 10 foot so it's not an extreme amount of distance.

MR. THOMPSON: No, sir, it's a 280 square foot footprint and encroaches beyond the minimum 20 foot requirement.

MR. KRIEGER: The addition will be as long as the house, it's less than that?

MR. THOMPSON: Less than that, it's as long as the main portion of the house but doesn't extend to the garage and it's a little shorter than that.

MR. KANE: Cutting down any trees, substantial vegetation in the building of the addition?

MR. THOMPSON: Not substantial, there's some bushes and plantings that will be taken out of course and maybe one or two small pine trees you might see in the picture but I don't think they need to be disturbed.

MR. KANE: Creating any water hazards or runoffs?

MR. THOMPSON: No, sir, we'll be installing gutters to handle the additional storm water and there will be footing drains to carry away anything additional on that side.

MR. KANE: Okay, at this point, I will ask if there's anybody in the audience for this particular hearing?

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Seeing as there's not, I will ask Myra how many mailings we had.

MS. MASON: On May 23, we mailed out 15 addressed envelopes and had no response.

MR. KANE: Officially closing the public portion of the meeting and bring it back to the board. With the addition in there is the size of the home it's about 19 it's going to be similar in size and nature to other homes that are in there, it's not going to be bigger?

MR. THOMPSON: Not substantially, I think it's front line probably still will fall under the average maybe slightly above but and we're within the minimum livable square footage and building developmental coverage that's recommended for our addition.

MR. KANE: So the livable square footage would be total with the addition would come out to 1825?

MR. THOMPSON: Yes.

MR. KANE: That's not substantially bigger.

MR. THOMPSON: It's 280 square feet so I don't think so, it's only really a two room addition, one of those being a bathroom actually.

MR. KANE: So the existing square footage is 1545 now and you're adding 280 bringing it to 1825?

MR. THOMPSON: There's a roof above that level so it's two stories in nature but only one is livable space.

MR. KANE: Any further questions from the board? I'll accept a motion.

MR. KRIEGER: You say it's two stories in height but it wouldn't be the finished height of the addition with

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the porch on the top won't be higher than the existing?

MR. THOMPSON: Won't be higher than the existing, I think it actually matches it but not higher.

MS. LOCEY: So it's going to be a second floor porch?

MR. THOMPSON: Like a roof balcony.

MR. KANE: Anything else from the board? I'll accept a motion.

MR. BEDETTI: I'll make a motion that we grant the request for two foot side yard setback to Lois Lyon at 2 Chimney Corner Road as requested.

MR. TORPEY: I'll second that.

ROLL CALL

MR. BEDETTI	AYE
MR. DITBRENNER	AYE
MS. LOCEY	AYE
MR. TORPEY	AYE
MR. KANE	AYE

LOIS\_LYON\_(08-15)

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MS. LOCEY: Request for two foot side yard setback for proposed 28 foot by 10 foot addition at 2 Chimney Corner Road in an R-4 zone.

MR. THOMPSON: My name is Joseph Thompson, project manager at Minuta Architecture here tonight on behalf of our client, Lois Lyon. Essentially, the reason we're here is our additional building application is denied, we need a two foot side yard setback. The addition will be interior and exterior renovations and warrant that setback, we're proposing a new front covered porch across the entire front facade and patio walkway connecting that and the addition that needs the variance to the east it's approximately 10 x 28 feet and requires two additional feet beyond the regulations in an R-4 district. Essentially because of the existing non-conformities on the lot it was difficult to plan the addition without requesting the variance as the house was built in 1958 predating current zoning requirements. The property is owner-occupied, well maintained and it does not seem to create any conflicts with the existing neighboring properties. Essentially, that's the majority of the project, I guess I'd like to open it up for comments and questions.

MS. LOCEY: Sure, will the proposed addition cause the removal of any substantial vegetation?

MR. THOMPSON: No, ma'am, few minor bushes but no trees or anything too substantial.

MS. LOCEY: And will it cause any water or drainage problems?

MR. THOMPSON: No, we're proposing gutters on the new addition and footing drains that will handle any new storm water that comes off of it.

April 28, 2008

18

MS. LOCEY: Any right-of-ways or easements over the area where the proposed addition would be constructed?

MR. THOMPSON: No, none at the rear or on the property in general.

MS. LOCEY: And with the proposed addition will the house remain in character with the neighborhood with the size of the homes?

MR. THOMPSON: Yes, we feel it's in keeping with scale and use and style with the existing neighborhood. Here's some of the elevations so what we intend to do, this is the front with the new covered front porch as proposed and new dormer on the front of the house, the garage will receive some new treatments, new garage door and some trim. The main addition that we're requesting the variance for is at the rear here, the first floor was the only habitable level, above that is a covered roof balcony but we believe that it keeps within scope of the existing neighboring properties.

MS. LOCEY: Rest of the board members have any questions?

MR. BEDETTI: Is there a structure to the right?

MR. THOMPSON: To the right from?

MR. BEDETTI: Where your addition is?

MR. THOMPSON: I know it's a corner lot. Flip your map over.

MR. BABCOCK: The distance of 18 feet just there's another house that way.

MR. THOMPSON: Over in this area here, yes. They're set a decent ways back from the property line.



April 28, 2008

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MR. DITTBRENNER: Do you know what that distance is?

MR. THOMPSON: No, but we can provide that at the next meeting if you'd like.

MR. DITTBRENNER: How about some pictures?

MR. THOMPSON: Sure, the pictures, currently, the focus is on our house, you might see it in the background but we can provide a few extra.

MS. LOCEY: With just an outline of where the addition would be on just on the picture itself.

MR. THOMPSON: Okay, actually try to sketch a rendering, okay, we can do that.

MR. BABCOCK: Just for the board's knowledge, the zoning in this area the side yard that we're requiring 20 foot was forever 15 feet, the new zoning change for the new lots are now required to be 20, so if he came in before the zoning change he wouldn't even need a variance.

MR. THOMPSON: The size of the lot has made it difficult to plan this addition without asking for a variance and the configuration of the existing house front yard is a pre-existing, non-conforming condition because there are two, since this is a corner lot and the size of the lot itself is well underneath the current requirements since it was developed so long ago.

MS. LOCEY: Any further questions? If not, I'd like to ask for a motion.

MR. BEDETTI: I will make a motion that we schedule a public hearing for Lois Lyon for the variance as suggested on the request.

April 28, 2008

20

MR. DITTBRENNER: I would just qualify before I second you'd provide pictures, I think it's clear I didn't see this in the package how the property is laid out.

MR. THOMPSON: We can provide a few additional.

MR. DITTBRENNER: I'll second that motion.

ROLL CALL

MR. DITTBRENNER	AYE
MR. BEDETTI	AYE
MS. LOCEY	AYE

**PUBLIC HEARING**  
**ZONING BOARD OF APPEALS**  
**TOWN OF NEW WINDSOR**  
PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing, on the following Proposition:  
Appeal No. (08-15)  
Request of LOIS LYON  
for a VARIANCE of the Zoning Local Law to Permit:  
Request for 2 ft. Side Yard Setback for proposed 20 ft. X 10 ft. addition at 2 Chisney Corner Road in an R-1 Zone (R-1-SB)  
PUBLIC HEARING will take place on JUNE 9TH, 2008  
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York  
beginning at 7:30 PM.  
Michael Kane, Chairman

# STATE OF NEW YORK

## COUNTY OF ORANGE, ss:

Kathleen O'Brien, being duly sworn, disposes and says that she is the Supervisor of the Legal Department of the E.W. Smith Publishing Company, Inc., Publisher of The Sentinel, a weekly newspaper published and of general circulation in the Town of New Windsor, Town of Newburgh and City of Newburgh and that the notice of which is annexed is a true copy was published in said newspaper 1 time(s) commencing on the 23rd day of May, A.D., 2008 and ending on the 23rd day of May, A.D., 2008.

Kathleen O'Brien  
Subscribed and shown to before me this 10<sup>th</sup> day of June, 2008.  
Deborah Green

Notary Public of the State of New York  
County of Orange  
My commission expires \_\_\_\_\_

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
#4984065  
Commission Expires July 15, 2011

11.90



RESULTS OF Z.B.A. MEETING OF: June 9, 2008

PROJECT: Lois Lyon ZBA # 08-15  
P.B.# \_\_\_\_\_



USE VARIANCE:

LEAD AGENCY: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

DITTBRENNER \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

DITTBRENNER \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

NEGATIVE DEC: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

DITTBRENNER \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

APPROVED: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

DITTBRENNER \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

☐ ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

DITTBRENNER \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_

CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_



PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES ☒  
VARIANCE APPROVED: M) B S) T VOTE: A 5 N 0.

DITTBRENNER A  
BEDETTI A  
LOCEY A  
TORPEY A  
KANE A

CARRIED: Y ☒ N \_\_\_\_\_

AGENDA DATE: June 9, 2008

**TOWN OF NEW WINDSOR**  
**ZONING BOARD OF APPEALS**  
**RECEIPT OF ESCROW RECEIVED:**

DATE RECEIVED: 04-23-08

FOR: 08-15 ESCROW

FROM:

**Lois Lyon**  
**2 Chimney Corner**  
**New Windsor, NY 12553**

CHECK FROM:  
SAME

CHECK NUMBER: 1201

TELEPHONE: 565-2399

AMOUNT: \_\_\_\_\_

RECEIVED AT COMPTROLLER'S OFFICE BY:

J. F. Hogan      5-9-08  
NAME                      DATE

J. F. Hogan

**ZBA #08-15 Escrow**

**LOIS L. LYON 565-2399**  
2 CHIMNEY COR  
NEW WINDSOR, NY 12553-7823

**1201**

1-2 3360  
210  
0223161548

DATE March 21, 2008

PAY TO THE ORDER OF Town of New Windsor \$ 300.00

Three hundred 00/100 DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
New York, New York 10017  
www.Chase.com

MEMO Escrow

Lois L. Lyon

⑆021000021⑆      0223161548⑆1201

**ZONING BOARD OF APPEALS: TOWN OF NEW WINDSOR  
COUNTY OF ORANGE: STATE OF NEW YORK**

**JENNIFER GALLAGHER**  
**Notary Public, State of New York**  
**No. 01GA6050024**  
**Qualified in Orange County**  
**Commission Expires 10/30/10**



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4631  
Fax: (845) 563-3101

## Assessor's Office

Assessor J. Todd Wiley, IAO

May 7, 2008

Lois Lyon  
2 Chimney Corner  
New Windsor, NY 12553

Re: 43-1-58

ZBA: #08-15

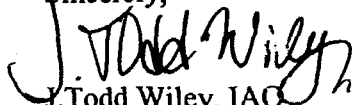
Dear Mrs. Lyon

According to our records, the attached list of property owners are within five hundred (500) Feet of the above referenced property.

The charge of this service is \$85.00, minus your deposit of \$25.00.

Please remit the balance of \$60.00 to the Town Clerk's Office.

Sincerely,

  
J. Todd Wiley, IAO  
Sole Assessor

JTW/LK

CC: Myra Mason

43-1-10  
William & Diane Greeney  
20 Harth Dr.  
New Windsor, NY 12553

43-1-20  
Joy monte  
16 Hudson dr.  
New Windsor, NY 12553

43-1-60  
Karen & Cynthia Butler  
6 Chimney Corner Rd.  
New Windsor, NY 12553

43-1-11  
Charisse Texeira  
22 Harth Dr.  
New Windsor, NY 12553

43-1-21  
Ellen & David Baylis  
18 Hudson Dr.  
New Windsor, NY 12553

43-1-61  
Peatrice & Everette Henry  
5 Chimney Corner Rd.  
New Windsor, NY 12553

43-1-12  
Orbert Jr. Crosby & Alissa Werner  
24 Harth Dr.  
New Windsor, NY 12553

43-1-27  
Kevin & Jennifer Jones  
21 St. Anne Dr.  
New Windsor, NY 12553

43-1-62  
Martha Leonard  
3 Chimney Corner Rd.  
New Windsor, NY 12553

43-1-13  
Edward Rotondi  
2 Hudson Dr.  
New Windsor, NY 12553

43-1-50  
Dane LeRoy & Judy Coleman  
2 Spring Rock Rd.  
New Windsor, NY 12553

43-1-63  
Sally Metzner  
1 Chimney Corner Rd.  
New Windsor, NY 12553

43-1-14  
Timothy & Donna Conklin  
4 Hudson Dr.  
New Windsor, NY 12553

43-1-53  
Justin & Jennifer DeFabio  
4 Spring Rock Rd.  
New Windsor, NY 12553

43-1-64  
Thomas & Kathleen Fox  
14 Spring Rock Rd.  
New Windsor, NY 12553

43-1-15  
Elizabeth Ocskay & Mary Irvine  
6 Hudson Dr.  
New Windsor, NY 12553

43-1-54  
Thomas & Kim Schlett  
6 Spring Rock Rd.  
New Windsor, NY 12553

43-1-65  
Bette Shenker  
16 Spring Rock Rd.  
New Windsor, NY 12553

43-1-16  
Mark & Diane Wentzel  
8 Hudson Dr.  
New Windsor, NY 12553

43-1-55  
Dino Fratto  
8 Spring Rock Rd.  
New Windsor, NY 12553

43-1-66  
Rafael & Sharen Berrios  
18 Spring Rock Rd.  
New Windsor, NY 12553

43-1-17  
Charles & Linda Baranski  
10 Hudson Dr.  
New Windsor, NY 12553

43-1-56  
Mercedes & Louis Ponesse  
16 Ona Lane  
New Windsor, NY 12553

43-1-67  
Rose Vega  
20 Spring Rock Rd.  
New Windsor, NY 12553

43-1-18  
Alice Rae Kurman  
12 Hudson Dr.  
New Windsor, NY 12553

43-1-57  
Margaret Tobin  
12 Spring Rock Rd.  
New Windsor, NY 12553

43-1-68  
Gilbert & Margarita Melendez  
22 Spring Rock Rd.  
New Windsor, NY 12553

43-1-19  
David & Debra Albrecht  
14 Hudson Dr.  
New Windsor, NY 12553

43-1-59  
Paul & Cheryl Ciaccio  
4 Chimney Corner Rd.  
New Windsor, NY 12553

46-1-9  
Douglas & Sunnie Whitelegg  
21 Spring Rock Rd.  
New Windsor, NY 12553



46-1-10  
John & Marion Seymour  
19 Spring Rock Rd.  
New Windsor, NY 12553

46-2-20  
Thomas & Barbara Behany  
11 Spring Rock Rd.  
New Windsor, NY 12553

46-2-30  
Thomas & Peggy Scalli  
7 Horseshoe Bend  
New Windsor, NY 12553

46-1-11  
Jodi Visconti  
2 Split Tree Dr.  
New Windsor, NY 12553

46-2-21  
Carl Schiller & Yingyi Chu  
6 Horse Shoe Bend  
New Windsor, NY 12553

46-2-31  
John & Barbara Baldwin  
5 Horseshoe Bend  
New Windsor, NY 12553

46-1-12  
Joseph & Cynthia Bonttali  
4 Split Tree Dr.  
New Windsor, NY 12553

46-2-22  
Sidney & Edna Weinheim  
8 Horseshoe Bend  
New Windsor, NY 12553

46-2-32  
Stephen & Eileen Power  
3 Horseshoe Bend  
New Windsor, NY 12553

46-1-13  
William & Mary Ann Dickman  
6 Split Tree Dr.  
New Windsor, NY 12553

46-2-23  
Christopher & Maureen Clayton  
10 Horseshoe Bend  
New Windsor, NY 12553

46-2-33  
Michael Cestone & Maureen Bryant  
1 Horseshoe Bend  
New Windsor, NY 12553

46-2-14  
Mary Cheyne  
3 Stone Ledge Ln.  
New Windsor, NY 12553

46-2-24  
Patricia Guttilla  
12 Horseshoe Bend  
New Windsor, NY 12553

46-2-34  
Joann Weed  
7 Spring Rock Road  
New Windsor, NY 12553

46-2-15  
Michael & Frances Dunn  
1 Stone Ledge Lane  
New Windsor, NY 12553

46-2-25  
Louis & Suzanne Dawes  
14 Horseshoe Bend  
New Windsor, NY 12553

46-2-35  
Jose & Berta Castaneda  
17 Hearthstone Way  
New Windsor, NY 12553

46-2-16  
Ryan & Jennifer Brady  
5 Split Tree Dr.  
New Windsor, NY 12553

46-2-26  
Lynn Herter & David Dewitt  
15 Horseshoe Bend  
New Windsor, NY 12553

46-2-36  
Theodore & Peggy Marsden  
15 Hearthstone Way  
New Windsor, NY 12553

46-2-17  
Paul Clarke  
3 Split Tree Dr.  
New Windsor, NY 12553

46-2-27  
John Murphy & Finn Tracey  
13 Horseshoe Bend  
New Windsor, NY 12553

46-2-37  
Paul & Barbara Ann Rodriquez  
Po Box 4621  
New Windsor, NY 12553

46-2-18  
Eugene Ferraro & Edward Pooppiti  
1 Split Tree Dr.  
New Windsor, NY 12553

46-2-28  
Lynn Wilfinger Mills  
11 Horseshoe Bend  
New Windsor, NY 12553

46-2-49  
New Windsor Group LLC  
Po Box 415  
Tallman, NY 10982

46-2-19  
Steven Kieva & Eileen Acosta  
13 Spring Rock Rd.  
New Windsor, NY 12553

46-2-29  
Demetra Perdikakis  
9 Horseshoe Bend  
New Windsor, NY 12553

46-2-60  
Number One Shed Inc.  
520 blooming Grove Tpke.  
New Windsor, NY 12553

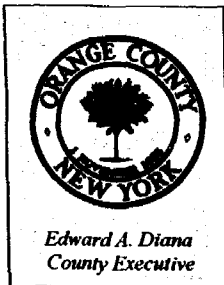
39-4-33  
Arlene Swint  
1 Hudson Dr.  
New Windsor, NY 12553

39-5-28  
Rhoda Smith  
9 Hudson Dr.  
New Windsor, NY 12553

39-5-29  
Keith Cuomo & Veronica Chevere  
7 Hudson Dr.  
New Windsor, NY 12553

39-5-30  
Manuel & Diana Desousa  
5 Hudson Dr.  
New Windsor, NY 12553

39-5-31  
Janet Sullivan  
3 Hudson Dr.  
New Windsor, NY 12553



## ORANGE COUNTY DEPARTMENT OF PLANNING

**DAVID CHURCH, AICP**  
COMMISSIONER

www.orangecountygov.com/planning  
planning@orangecountygov.com

124 MAIN STREET  
GOSHEN, NEW YORK 10924-2124  
TEL: (845) 615-3840  
FAX: (845) 291-2533

### **County Reply – Advisory Review of Local Planning Action as per NYS General Municipal Law §239-l, m, &n**

**Local Referring Board:** Town of New Windsor ZBA

**Applicant:** Lois Lyon

**Project Name:** Lois Lyon

**Proposed Action:** Area Variance

**Reason for County Review:** Advisory Comments

**Referral ID #:** S: 43 B: 1 L: 68

**Tax Map #:** NWT11-08M

**Local File #:** 08-15

#### **Comments:**

According to GML: 239 section M this project is not a referable action because it is not within 500 ft of any of the referring criteria. For a project to warrant referral it must be within 500 feet of: a municipal boundary, County or State road, County or State park, County or State owned land on which a public building or institution is located, a farm operation located in an Orange County designated agricultural district or the right-of-way of any stream or drainage canal owned by the County. The Planning Department has reviewed the submitted materials regarding the appeal for an area variance. While the Zoning Board of Appeals must weigh the local issues in balancing the needs of the appellant with the potential impacts on the surrounding area, it does not appear that intermunicipal or countywide impacts would result if the board finds that granting relief is warranted in this matter.

**Date:** 5/15/08

**Prepared by:** Todd Cohen

*Kelly M. Wall*  
for **David Church, AICP**  
**Commissioner of Planning**



## REPORT OF FINAL LOCAL ACTION

**To: Orange County Department of Planning**  
**124 Main Street**  
**Goshen, NY 10924**

**From:**

**Date:**

**Subject: GML 239 Referral ID# NWT11-08M**  
**Name of project: Lyon AV**

As stated in Section 239 of the General Municipal Law of the State of New York State, within thirty days of taking final action in regard to a required referral to the Orange County Planning Department, the local referring agency shall file a report as to the final action taken. In regard to the proposed action described above, the following final action was taken:

\_\_\_\_\_ Our local board **approved** this action on \_\_\_\_\_.

\_\_\_\_\_ Our local board **approved** this action **with modifications** on \_\_\_\_\_.  
Briefly, the modifications consisted of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Our local board **disapproved** this action on \_\_\_\_\_.  
Briefly, the reasons for disapproving this action were:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The proposal was **withdrawn**.

Additional space for comments on actions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

●Town of New Winds●  
555 Union Avenue  
New Windsor, NY 12553  
(845) 563-4611

**RECEIPT**  
**#267-2008**

05/08/2008

Lyon, Lois L. *ZBA #08-15*

Received \$ 50.00 for Zoning Board Fees, on 05/08/2008. Thank you for  
stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

**Deborah Green**  
Town Clerk



RESULTS OF Z.B.A. MEETING OF: April 22 2008

PROJECT: Lois Lyon ZBA # 08-15  
P.B.# \_\_\_\_\_



**USE VARIANCE:**

LEAD AGENCY: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

VOLPE \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

VOLPE \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

NEGATIVE DEC: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

VOLPE \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

APPROVED: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

VOLPE \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

**ALL VARIANCES - PRELIMINARY APPEARANCE:**

SCHEDULE PUBLIC HEARING: M) B S) D VOTE: A 3 N 0

D'Hbrenner

~~VOLPE~~ A  
BEDETTI A  
LOCEY A  
~~TORPEY~~ \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_

CARRIED: Y ☒ N \_\_\_\_\_

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES \_\_\_\_\_

VARIANCE APPROVED: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_

VOLPE \_\_\_\_\_  
BEDETTI \_\_\_\_\_  
LOCEY \_\_\_\_\_  
TORPEY \_\_\_\_\_  
KANE \_\_\_\_\_

CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_

Need photos of Neighboring House

AGENDA DATE: \_\_\_\_\_

**TOWN OF NEW WINDSOR**  
**REQUEST FOR NOTIFICATION LIST**

CHECKED BY MYRA: 05-01-08-mm

DATE: 05-01-08 PROJECT NUMBER: ZBA# 08-15 P.B. # \_\_\_\_\_

APPLICANT NAME: LOIS LYON

PERSON TO NOTIFY TO PICK UP LIST:

LOIS LYON  
2 CHIMNEY CORNER  
NEW WINDSOR, NY

TELEPHONE: 565-2399

TAX MAP NUMBER: SEC. 43 BLOCK 1 LOT 58  
SEC. \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_  
SEC. \_\_\_\_\_ B LOCK \_\_\_\_\_ LOT \_\_\_\_\_

PROPERTY LOCATION: 2 CHIMNEY CORNER  
NEW WINDSOR

LIST OF PROPERTY OWNERS WITHIN 500 FT. FOR SITE PLANS/SUBDIVISION \_\_\_\_\_  
(IS NOT PREPARED ON LABELS)

❖ ❖

THIS LIST IS BEING REQUESTED BY:

NEW WINDSOR PLANNING BOARD: \_\_\_\_\_

SITE PLAN OR SUBDIVISION: (ABUTTING AND ACROSS ANY STREET) \_\_\_\_\_

SPECIAL PERMIT ONLY: (ANYONE WITHIN 500 FEET) \_\_\_\_\_

AGRICULTURAL DISTRICT:  
(ANYONE WITHIN THE AG DISTRICT WHICH IS WITHIN 500'  
OF SITE PLAN OR SUBDIVISION PROJECT) \_\_\_\_\_

❖ ❖

NEW WINDSOR ZONING BOARD XXX

LIST WILL CONSIST OF ALL PROPERTY WITHIN 500 FEET OF PROJECT XXX

❖ ❖

AMOUNT OF DEPOSIT: 25.00 CHECK NUMBER: 1203

TOTAL CHARGES: \_\_\_\_\_



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**



**APPLICATION FOR VARIANCE**

4.1.2008

Date

Application Type: Use Variance ☐ Area Variance ☒  
Sign Variance ☐ Interpretation ☐

**I. Owner Information:**

e-mail address: llyon@hvc.rr.com

Phone Number: (845) 565-2399

Fax Number: ( )

LOIS L. LYON

(Name)

2 CHIMNEY CORNER, NEW WINDSOR, NY

(Address)

**II. Applicant:**

e-mail address: info@minutaarchitecture.com

Phone Number: (845) 565-0055

Fax Number: (845) 565-6622

MINUTA ARCHITECTURE, PLLC.

(Name)

345 WINDSOR HWY, SUITE 100

(Address)

NEW WINDSOR, NY 12553

**III. Forwarding Address, if any, for return of escrow:**

Phone Number: ( )

Fax Number: ( )

(Name)

(Address)

**IV. Contractor/Engineer/Architect/Surveyor/:**

Phone Number ( )

Fax Number: ( )

SEE APPLICANT

(Name)

(Address)

**V. Property Information:**

Zone: R-4 Property Address in Question: 2 CHIMNEY CORNER

Lot Size: 0.3174 ACRES Tax Map Number: Section 43 Block 11 Lot 58

a. Is pending sale or lease subject to ZBA approval of this Application? N/A

b. When was property purchased by present owner? 11/21/1988

c. Has property been subdivided previously? N/A If so, When:

d. Has an Order to Remedy Violation been issued against the property by the Building/Zoning/Fire Inspector? No

\*\*\*\*PLEASE NOTE:\*\*\*\*

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE - continued**

**VIII. AREA VARIANCE: (This information will be on your Building Department Disapproval form you receive)**

Area Variance requested from New Windsor Zoning Local Law,

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area	43,560 #	13,808 #	*
Min. Lot Width	125 ft.	95.64 ft.	*
Reqd. Front Yd.	45 ft.	26.1 ft.	18.9 ft.
<del>Reqd. Side Yd.</del>	20 ft.	18.1 ft.	<del>19 ft.</del>
Reqd. Rear Yd.	50 ft.	56.4 ft.	No
Reqd. St Front*	70 ft.	95.64 ft.	No
Max. Bldg. Hgt.	35 ft.	23 ft.	No
Min. Floor Area*	1,200 ft.	1,825 ft.	No
Dev. Coverage*	20% max	17.4%	No
Floor Area Ratio**	N/A	N/A	No
Parking Area	2	2	No

\*Residential Districts Only

\*\*Non-Residential Districts Only

\* PRE-EXISTING NON-CONFORMING  
CONDITION

**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

COMPLETE THIS PAGE ☐

**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE - continued**

- IX. \*\*In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance.

**PLEASE ANSWER EACH OF THE FOLLOWING QUESTIONS SPECIFICALLY:**

1. Whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; DUE TO THE EXISTING CONFIGURATION OF THE RESIDENCE, THE MOST FEASIBLE WAY TO MAKE AN ADDITION IS AS PROPOSED.
2. Whether the requested area variance is substantial; DUE TO THE PRE-EXISTING CONDITIONS, THE AREA VARIANCE IS NOT THAT SUBSTANTIAL IN SIZE.
3. Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; NO ADVERSE EFFECTS ARE ANTICIPATED. PROPERTY USE WILL REMAIN THE SAME AND IS SIMILAR TO ITS SURROUNDINGS.
4. Whether the alleged difficulty was self-created. NO, IT IS DUE TO PRE-EXISTING NON-CONFORMING CONDITIONS. WHICH PRE-DATE CURRENT ZONING REGULATIONS.

\*\*After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

THE WORK PROPOSED WILL GREATLY ENHANCE THE FUNCTIONALITY AND AESTHETIC OF OUR CLIENTS EXISTING RESIDENCE AND IS NOT ANTICIPATED TO CREATE ANY SIGNIFICANT NEGATIVE IMPACTS.

PLEASE NOTE:

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

**XII. ADDITIONAL COMMENTS:**

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

PROPERTY IS OWNER OCCUPIED  
AND WELL MAINTAINED.

**XIII. ATTACHMENTS REQUIRED:**

- ☒ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ☒ Copy of site plan or survey (if available) showing the size and location of the lot, buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copies of signs with dimensions and location.
- ☒ Three checks: (each payable to the TOWN OF NEW WINDSOR)
- ☒ One in the amount of \$ 300.00 or 500.00 (escrow)
- ☒ One in the amount of \$ 50.00 or 150.00 (application fee)
- ☒ One in the amount of \$ 25.00 (Public Hearing List Deposit)
- ☒ Photographs of area that variance(s) is/are being requested for showing relationship to property lines (5 or 6) from several angles. (IF SUBMITTING DIGITAL PHOTOS PRINTED FROM COMPUTER - PLEASE SUBMIT FOUR (4) SETS OF THE PHOTOS.)

**XIV. AFFIDAVIT.**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/her information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Sworn to before me this:

28 day of March 2008

Lois L. Lyon

Owner's Signature (Notarized)

Lois L. Lyon

Owner's Name (Please Print)

Diane S. Meyer

DIANE S. MEYER-2299943  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 18, 2013

Signature and Stamp of Notary

[Signature]  
Applicant's Signature (If not Owner)

**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

**APPLICANT/OWNER PROXY STATEMENT**  
**(for professional representation)**for submittal to the:  
TOWN OF NEW WINDSOR ZONING BOARD OF APPEALSLOIS L. LYON, deposes and says that he resides  
(OWNER)at 2 CHIMNEY CORNER in the County of ORANGE  
(OWNER'S ADDRESS)and State of NEW YORK and that he is the owner of property tax map(Sec. \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_)  
designation number (Sec. 43 Block 1 Lot 58) which is the premises described in

the foregoing application and that he authorizes:

MINUTA ARCHITECTURE, PLLC. 315 WINDSOR HUNT, NEW WINDSOR, NY  
(Applicant Name & Address, if different from owner)

(Name &amp; Address of Professional Representative of Owner and/or Applicant)

to make the foregoing application as described therein.

Date: March 25, 2008Sworn to before me this:  
25th day of March 2008Diane S. MeyerDIANE S. MEYER-2209943  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 18, 2013

Signature and Stamp of Notary

**\*\*** Lois L. Lyon  
Owner's Signature (MUST BE NOTARIZED)[Signature]  
Applicant's Signature (If different than owner)[Signature]  
Representative's Signature**THIS FORM IS TO BE COMPLETED ONLY IF SOMEONE OTHER THAN THE PROPERTY OWNER WILL BE APPEARING AS REPRESENTATION OF THE OWNER AT THE ZBA MEETINGS.****\*\* PLEASE NOTE:****ONLY OWNER'S SIGNATURE MUST BE NOTARIZED.**

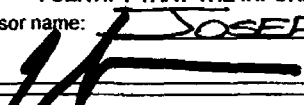
## Appendix C

## State Environmental Quality Review

## SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

## PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR <b>MINUTA ARCHITECTURE, PLLC</b>	2. PROJECT NAME <b>LYON RESIDENCE ADDITION</b>
3. PROJECT LOCATION: Municipality <b>TOWN OF NEW WINDSOR</b> County <b>ORANGE</b>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <b>2 CHIMNEY CORNER, NEW WINDSOR, NY 12553</b> <b>*ALSO SEE S-1</b>	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <b>NEW 280# ADDITION AT THE REAR OF THE EXISTING RESIDENCE. NEW COVERED FRONT PORCH AND WALK WAY, #RENOVATIONS TO EXISTING RESIDENCE INTERIOR AND EXTERIOR.</b>	
7. AMOUNT OF LAND AFFECTED: Initially <b>0.032 +/-</b> acres Ultimately <b>0.032 +/-</b> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, describe briefly <b>AN AREA VARIANCE WILL BE APPLIED FOR DUE TO THE NEW ADDITION ENCRDACHING ON MIN. YARD SETBACKS.</b>	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: <b>SURROUNDING ADJACENT PROPERTIES ARE ALL ZONED R-4 AND ARE OF RESIDENTIAL USE.</b>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: <b>TOWN OF NEW WINDSOR BUILDING DEPARTMENT</b> <b>TOWN OF NEW WINDSOR ZONING BOARD</b>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <b>JOSEPH MINUTA</b> Date: <b>4/1/08</b> Signature: 	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

<b>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF.
<b>B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6?</b> If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING:</b> (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:	
<b>D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, explain briefly:	
<b>E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, explain briefly:	

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

<input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which <b>MAY</b> occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action <b>WILL NOT</b> result in any significant adverse environmental impacts <b>AND</b> provide, on attachments as necessary, the reasons supporting this determination.	
_____ Name of Lead Agency	_____ Date
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (If different from responsible officer)

**Reset**



# TOWN OF NEW WINDSOR

(845) 563-4615 (MYRA MASON)

## ZONING BOARD APPLICATION PACKAGE



PLEASE READ AND COMPLETE THE ATTACHED APPLICATION FORMS WHERE IT APPLIES TO YOUR SITUATION (COMPLETE ONLY THE PAGES WITH HIGHLIGHT IN BOX IN LOWER RIGHT CORNER OF EACH PAGE) AND RETURN ONE ORIGINAL AND ONE COPY OF ALL PAPERWORK (unless otherwise specified) TO MYRA MASON (845-563-4615) AT THE ZONING BOARD OFFICE (LOCATED IN THE PLANNING BOARD & ENGINEERING OFFICE IN TOWN HALL) WITH THREE CHECKS MADE PAYABLE TO "THE TOWN OF NEW WINDSOR" AS FOLLOWS:

**RESIDENTIAL: (Three Separate Checks Please)**

APPLICATION FEE:	\$ 50.00
*ESCROW:	\$300.00
** <u>DEPOSIT</u> FOR PUBLIC HEARING LIST:	\$ 25.00

**MULTI-FAMILY: (Three Separate Checks Please)**

APPLICATION FEE:	\$150.00
*ESCROW:	\$500.00
** <u>DEPOSIT</u> FOR PUBLIC HEARING LIST:	\$ 25.00

**COMMERCIAL: (Three Separate Checks Please)**

APPLICATION FEE:	\$150.00
*ESCROW:	\$500.00
** <u>DEPOSIT</u> FOR PUBLIC HEARING LIST:	\$ 25.00

**INTERPRETATION: (Three Separate Checks Please)**

APPLICATION FEE:	\$150.00
*ESCROW:	\$500.00
** <u>DEPOSIT</u> FOR PUBLIC HEARING LIST:	\$ 25.00

UPON RECEIPT OF ALL APPLICABLE PAPERWORK AND CHECKS, YOU WILL BE SCHEDULED FOR THE NEXT AVAILABLE AGENDA FOR YOUR "PRELIMINARY MEETING". YOU DO NOT NEED YOUR PUBLIC HEARING LIST OR ENVELOPES FOR THIS FIRST (PRELIMINARY) MEETING.

\*

### ESCROW

THIS IS TO COVER OUTSIDE PROFESSIONAL FEES SUCH AS ZBA ATTORNEY FEE, MINUTES OF YOUR PORTION OF THE MEETING, LEGAL ADS, ETC. THE BALANCE WILL BE RETURNED TO YOU UPON CLOSING FILE.

\*\*


LIST OF PROPERTY OWNERS WITHIN 500 FT. RADIUS OF PROPERTY IN QUESTION:

APPROXIMATE COST FOR PUBLIC HEARING LIST:

1-10 NAMES	25.00
11-20 NAMES	35.00
21-30 NAMES	45.00
31-40 NAMES	55.00
41-50 NAMES	65.00
51-60 NAMES	75.00
61-70 NAMES	85.00
71-80 NAMES	95.00
81-90 NAMES	105.00
91-100 NAMES	115.00

ANYTHING OVER 100 NAMES IS \$1.00 EA. ADDITIONAL NAME

PAGE 1

 **COMPLETE ONLY THE PAGES WITH CHECKED BOX IN CORNER OF PAGE. PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF ALL PAPERWORK (unless otherwise specified).**

## **PUBLIC HEARING LIST OF PROPERTY OWNERS**

1. UPON RECEIPT OF ALL APPLICABLE CHECKS AND PAPERWORK, YOUR APPLICATION WILL BE PROCESSED AND YOUR \$25.00 DEPOSIT WILL BE SENT TO THE ASSESSOR'S OFFICE TO ORDER YOUR LIST OF PROPERTY OWNERS WITHIN 500 FEET. **(NOTE: YOU DO NOT NEED THIS LIST OR THE ENVELOPES FOR YOUR FIRST (PRELIMINARY) MEETING. Please do not call the Assessor's Office looking for your list – they will contact you when it is ready or if necessary, call Myra at 845-563-4615.**
2. WHEN THE ASSESSOR'S OFFICE NOTIFIES YOU THAT YOUR PUBLIC HEARING LIST IS READY, YOU MUST COME IN AND PAY THE BALANCE DUE FOR THE LIST. (THE LIST WILL BE PREPARED ON LABELS FOR YOUR CONVENIENCE). BRING ENOUGH ENVELOPES PREPARED WITH **YOUR** RETURN ADDRESS AND A REGULAR STAMP WITH YOU....**YOUR PUBLIC HEARING DATE WILL BE SET AT THIS TIME.**
3. WHEN YOU COME IN TO PICK UP YOUR LIST, **ALLOW YOURSELF ENOUGH TIME TO FINISH PREPARING THE MAILINGS HERE AT THE TOWN HALL.** YOU WILL BE GIVEN ENOUGH **"NOTICES OF PUBLIC HEARING"** TO PUT ONE IN EACH ENVELOPE AND SEAL IT. (It may be easier for you if you bring self-sealing envelopes.)
4. **BRING THE COMPLETED ENVELOPES TO THE ZONING BOARD SECRETARY FOR MAILING. BY DOING IT THIS WAY, WE AVOID HAVING TO SEND EACH ENVELOPE "CERTIFIED MAIL" WHICH IS VERY COSTLY.**

NOTE:

THE ZBA MEETS ON THE 2<sup>ND</sup> AND 4<sup>TH</sup> MONDAY OF EACH MONTH UNLESS A HOLIDAY FALLS ON THAT DATE.



4/28

**OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO  
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

**DATE: March 6, 2008**

**APPLICANT: Lois Lyon  
2 Chimney Corner Road  
New Windsor, NY 12553**

**PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: March 4, 2008**

**FOR : Proposed 28x10 ft. addition**

**LOCATED AT: 2 Chimney Corner Road**

**ZONE: R-4 Sec/Blk/ Lot: 43-1-58**

**DESCRIPTION OF EXISTING SITE: One family house**

**IS DISAPPROVED ON THE FOLLOWING GROUNDS:**

- 1. Proposed 28x10 ft. addition will not meet minimum 20ft. side yard set-back. This is a corner lot.**

  
BUILDING INSPECTOR

PERMITTED

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-4 USE: Bulk Tables

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD: F-6'

20ft.

18ft.

2ft.

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE  
(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

CLIFFORD J. RUSS and  
VILMA M. RUSS

TO

LOIS L. LYON

RECORD AND RETURN TO:  
(Name and Address)

J. Tad Seaman, Esq.  
MC GUIRK, LEVINSON, ZECCOLA, SEAMAN  
REINEKE & ORNSTEIN, P.C.  
542 Union Avenue  
New Windsor, NY 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 051165 DATE 1-21-88 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove  
CH22 Chester  
CO24 Cornwall  
CR26 Crawford  
DP28 Deerpark  
GO30 Goshen  
GR32 Greenville  
HA34 Hamptonburgh  
HI36 Highland  
MK38 Minisink  
ME40 Monroe  
MY42 Montgomery  
MH44 Mount Hope  
NT46 Newburgh (T)  
NW48 New Windsor  
TU50 Tuxedo  
WL52 Wallkill  
WK54 Warwick  
WA56 Wawayanda  
WO58 Woodbury  
MN09 Middletown  
NC11 Newburgh  
PJ13 Port Jervis  
9999 Hold

SERIAL NO. \_\_\_\_\_

Mortgage Amount \$ \_\_\_\_\_

Exempt Yes \_\_\_\_\_ No \_\_\_\_\_

3-6 Cooking Units Yes \_\_\_\_\_ No \_\_\_\_\_

Received Tax on above Mortgage

Basic \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

Spec. Add. \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

MARION S. MURPHY  
Orange County Clerk

by: \_\_\_\_\_

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 22<sup>nd</sup> day of

Jan 19 88 at 11:50

O'Clock A. M. in Liber/Film 2878

Deed at page 217 and examined.

Marion S. Murphy  
County Clerk

CHECK ☒ CASH ☐ CHARGE ☐

MORTGAGE TAX \$ \_\_\_\_\_

TRANSFER TAX \$ 612

RECORD. FEE \$ 14

REPORT FORMS \$ 5

CERT. COPIES \$ \_\_\_\_\_

L. Lyon

2829	RECEIVED
\$ <u>612</u>	REAL ESTATE
	JAN 27 1988
	TRANSFER TAX
	ORANGE COUNTY

mel

LIBER 2878 PG 217

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

**THIS INDENTURE**, made the 21<sup>st</sup> day of January, nineteen hundred and eighty-eight  
**BETWEEN**

CLIFFORD J. RUSS and VILMA M. RUSS, residing at  
2 Chimney Corner, New Windsor, New York 12550

party of the first part, and

LOIS L. LYON, residing at 129 Main Street,  
Cornwall, New York 12518

Section 43, Block 1, Lot 58

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of

TEN and no/100 (\$10.00) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New York, being lot #87 as shown on a map entitled "Plan of Sub-division - Section "B" of Forge Hill Estates" filed in the Orange County Clerk's Office on December 15, 1959 as map number 1848; being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly line of Spring Rock Road, with the easterly line of Chimney Corner, as shown on said map; and running thence, (1) N27° 54' 00" E 77.81' along the easterly line of Chimney Corner to a point of curvature; thence (2) Northeasterly along a curve to the left having a radius of 179.46', an arc distance of 41.84' continuing along the same to a point; thence (3) S86° 44' 50" E 110.56' along the dividing line between lots #86 and #87 as shown on said "Section "B" of Forge Hill Estates map to a point; thence (4) S27° 54' 00" W 165.38' along the dividing line between lots #87 and #88 to a point; thence, (5) N62° 06' 00" W 95.64' along the northerly line of Spring Rock Road to the point or place of beginning.

Containing 0.317 acres of land more or less.

SUBJECT to any easements, rights of way or restrictions of record.

SUBJECT to grant in Liber 1475 page 118.

BEING the same premises conveyed by James V. DiLorenzo and Bonnie C. DiLorenzo to Clifford J. Russ and Vilma M. Russ by Deed Dated May 5, 1982 and recorded in the Orange County Clerk's Office on May 10, 1982 in Liber 2221 of Deeds at Page 935.

LIBER 2213 PG 218

STATE OF NEW YORK, COUNTY OF ORANGE

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the 21<sup>st</sup> day of January 1988, before me personally came Clifford J. Russ and Vilma M. Russ

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

*Sandra L. Carr*  
NOTARY PUBLIC

SANDRA L. CARR  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires August 31, 1988

STATE OF NEW YORK, COUNTY OF

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_;

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_;

that he is the \_\_\_\_\_ of \_\_\_\_\_

that he knows \_\_\_\_\_

\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

Clifford J. Russ and  
Vilma M. Russ

TO

Lois L. Lyon

SECTION 43

BLOCK 1

LOT 58

COUNTY OR TOWN Orange

RETURN BY MAIL TO:

J. Tad Seaman, Esq.  
542 Union Avenue  
New Windsor, NY 12550

Zip No.

Reserve this space for use of Recording Office.

LIBER 2818 PG 220

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.



**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Clifford J. Russ  
CLIFFORD J. RUSS

Vilma M. Russ  
VILMA M. RUSS

REC-2878 PG 213

## POLICY OF TITLE INSURANCE




Issued by

TITLE NO. RD-33-18019  
POLICY NO. 401211

**American Title Insurance Company**

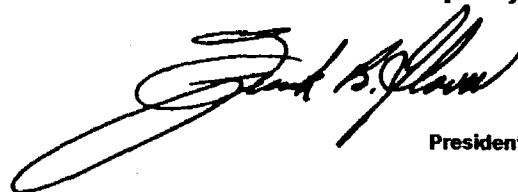
Northeast Region

  
J. TAD SEAMAN, ESQ.  
542 Union Avenue  
New Windsor, NY 12550

American Title Insurance Company, in consideration of the payment of its charges for the insurance of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

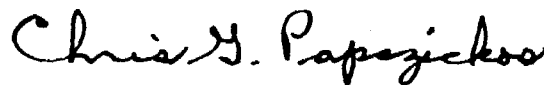
*In Witness Whereof*, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

**American Title Insurance Company**

  
President



ATTEST:

  
Secretary

**SCHEDULE A**

Date of Policy 1/27/88

Amount of Insurance \$ 153,000.00

TITLE NO. RD-33-18019  
POLICY NO. 401211

Name of Insured:

LOIS L. LYON

The estate or interest insured by this policy is fee simple

---

vested in the insured by means of Deed dated 1/21/88 made by Clifford J. Russ and Vilma M. Russ to Lois L. Lyon and recorded in the Orange County Clerk's Office on 1/27/88 in Liber 2878 Page 217.

The premises in which the insured has the estate or interest covered by this policy

See Schedule "A" Attached.

Countersigned and Validated

BY

  
AUTHORIZED REPRESENTATIVE

JAMES V. RINALDI

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being lot #87 as shown on a map entitled "Plan of Sub-division - Section "B" of Forge Hill Estates" filed in the Orange County Clerk's Office on December 15, 1959 as map number 1848; ~~being more particularly bounded and described as follows:~~

43/ BEGINNING at the corner formed by the intersection of the northerly line of Spring Rock Road, with the easterly line of Chimney Corner, as shown on said map; and running thence, (1) N 27° 54' 00" E 77.81' along the easterly line of Chimney Corner to a point of curvature; thence (2) Northeasterly along a curve to the left having a radius of 179.46', an arc distance of 41.84' continuing along the same to a point; thence, (3) S 86° 44' 50" E 110.56' along the dividing line between lots #86 & #87 as shown on said "Section B" of Forge Hill Estates map to a point; thence, (4) S 27° 54' 00" W 165.38' along the dividing line between lots #87 & #88 to a point; thence, (5) N 62° 06' 00" W 95.64' along the northerly line of Spring Rock Road to the point or place of beginning.

Containing 0.317 acres of land more or less.

SCHEDULE B

TITLE NO. RD-33-18019  
401211

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Subject to mortgage dated 1/25/88 made by Lois L. Lyon to Dollar Dry Dock Savings Bank securing \$88,000.00 and recorded in the Orange County Clerk's Office on 1/27/88 in Liber 2956 Page 146.
8. Grant in Liber 1475 page 118 and Liber 1477 page 463. Terms and Conditions as on filed map.
9. Survey made by Albert Sparaco, L.S., dsted 12/10/87, shows premises within location of house, garage, macadam drive, utility line and tin shed. All within bounds. Survey shows neighboring lawn encroaching on northerly property line. Company excepts said encroachments from policy, however, company insures that said encroachments will not interfere with use and occupancy of premises.
10. Company insures premises were constructed prior to issuance of Certificates of Occupancy.
11. Company insures Chimney Corner is maintained by the Town of New Windsor.
12. Company insures for mortgage purposes that terms and conditions on filed map have not been violated by existing improvements, and there is no condition or right of reentry or forfeiture under which the insured can be cut off, subordinated or otherwise disturbed.

SCHEDULE "B" CONTINUED

RD-33-18019

13. Rights, if any, in favor of any electric light or telephone company to maintain any wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.

14. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.

15. The exact acreage of the premises herein will not be insured.

16. Riparian rights, if any, in favor of the premises herein are not insured.

17. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.

18. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."

---

**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

**NOTE: FIRE AND CASUALTY LOSSES:**

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

**Date  
Parties**

**CONTRACT OF SALE** made as of the 19<sup>th</sup> day of NOV.  
~~October~~, 1987  
**BETWEEN**

CLIFFORD J. RUSS and VILMA M. RUSS,  
Address: 2 Chimney Corner, New Windsor, NY 12550

hereinafter called "SELLER"

who agrees to sell, and

LOIS L. LYON  
Address: 129 Main Street, Cornwall, NY 12518

hereinafter called "PURCHASER"

who agrees to buy:

**Premises**

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: 2 Chimney Corner, New Windsor, NY

Tax Map Designation: 43-1-58

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL  
BY THE SELLER UNTIL SAME IS EXECUTED BY THE SELLER.

n streets and houses, are  
articles of personal prop-  
erty below. SELLER states that  
EXISTING MORTGAGE (\$5,000)  
bathroom and kitchen cabin-  
ets, storm doors, mail  
boxes, water heater, gas  
range and installation  
in living room  
basement and  
garage.

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, ~~door-handles~~, venetian blinds, shades, screens, awnings, storm windows, ~~windows~~, storm doors, mail boxes, ~~water-hoses~~, ~~garden~~, pumps, shrubbery, ~~fencing~~, ~~outdoor-burners~~, tool sheds, dishwashers, ~~washing-machines~~, ~~clothes-dryers~~, garbage disposal units, ranges, ~~refrigerators~~, ~~freezers~~, air conditioning equipment and installations, and wall to wall carpeting, outdoor grill, carpet & drapes in living room, air conditioners in

Excluded from this sale are:                      basement and family room

basement and family room

1. (a) The purchase price is	\$ 153,000.00
payable as follows:	
On the signing of this contract, by check subject to collection: (\$500.00 paid on binder)	\$ 15,300.00
By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):	\$
By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER:	\$
BALANCE AT CLOSING:	\$ 137,700.00



Entire  
agreement

Changes  
must be in  
writing

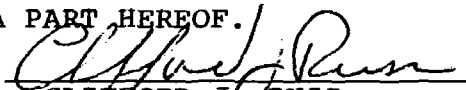
Singular  
also means  
plural

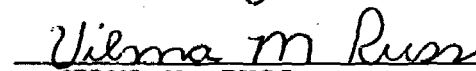
22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses the full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

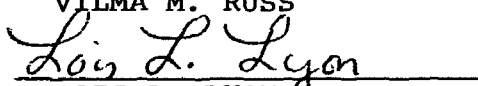
23. This Contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

SEE RIDER ATTACHED AND MADE A PART HEREOF.

  
CLIFFORD J. RUSS

  
VILMA M. RUSS

  
LOIS L. LYON

In Presence Of:

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came

ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came

ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say  
that he resides at No.

that he is the  
of  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the board of directors of said corpora-  
tion, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 before me personally came  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in  
and who executed the foregoing instrument in the partnership  
name, and said duly  
acknowledged that he executed the foregoing instrument for and  
on behalf of said partnership.

Adjournment Closing of title under the within contract is hereby adjourned to  
o'clock, at  
as of 19

19 at  
title to be closed and all adjustments to be made

Assignment For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby  
assigned, transferred and set over unto  
and said assignee hereby assumes all obligations of the purchaser thereunder.  
Dated 19

Purchaser

Assignee of Purchaser

## Contract of Sale

## PREMISES

        
        
TITLE No.

Section  
Block  
Lot  
County or Town  
Street Numbered Address

Tax Billing Address

TO

RECORD AND RETURN BY MAIL TO:

Zip No.

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of an EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on

by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ \_\_\_\_\_ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

**Existing  
mortgages**

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:  
Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_  
per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_, which  
include principal, interest,  
and with any balance of principal being due and payable on \_\_\_\_\_

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

**Acceptable  
funds**

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED and 00/100 ----- (\$ 500.00 ---- ) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

**"Subject to"  
provisions**

4. The PREMISES are to be transferred subject to:
- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
  - b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
  - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
  - d. Covenants, easements and restrictions of record, if any, provided same does not render title unmarketable.
  - e. Such state of facts a survey or personal inspection shall reveal provided same does not render title unmarketable.

**Title  
company  
approval**

5. SELLER shall give and PURCHASER shall accept such title as  
any reputable title company -----  
will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters  
provided for in this contract.

**Closing  
defined and  
form of deed**

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to purchaser of a  
Bargain & Sale with Covenants Against Grantor's Acts -----  
deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES,  
free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

**Closing date  
and place**

7. CLOSING will take place at the office of Seller's attorney or the lending institution or or about December 31, 1980 \*  
at o'clock on 19  
Not more than 40 miles from Newburgh, NY

**Broker**

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than SMITCHGER REALTY

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

**Streets and  
assignment  
of unpaid  
awards**

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

**Mortgagee's  
certificate or  
letter as to  
existing  
mortgage(s)**

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

**Compliance  
with state  
and municipal  
department  
violations  
and orders**

*omit if the  
property is  
not in the  
City of  
New York*

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

**Installment  
assessments**

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

**Apportionments**

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**Water meter readings**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**Allowance for unpaid taxes, etc.**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

**Use of purchase price to pay encumbrances**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**Affidavit as to judgments, bankruptcies etc.**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**Deed transfer and recording taxes**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**Purchaser's lien**

19. All money paid on account of this contract, ~~and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges~~ are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

**Seller's inability to convey limitation of liability**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, ~~plus all charges made by (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges.~~ Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

**Condition of property**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

## Rider To House Contract of Sale

Between CLIFFORD J. RUSS and VILMA M. RUSS

And LOIS L. LYON

Seller

For Premises: 2 Chimney Corner, New Windsor, NY

Purchaser

A. If this rider conflicts in any way with the printed form contract of sale, this rider shall control.

B. This contract is made upon the condition that, on or before December 10, 1987 a lending institution selected by Purchaser shall issue a written commitment in the usual form of such lending institution to make a conventional first mortgage loan on the Premises upon terms no less favorable than the following: \$ 85,000.00 with interest not in excess of the maximum legal rate, payable over at least 30 years. Purchaser shall make prompt application to such lending institution for such first mortgage loan and shall furnish all necessary information and documents and pay all fees and charges required in connection with such application. Purchaser shall promptly notify Seller of the name and address of such lending institution. Purchaser shall accept such commitment when issued and shall comply with all requirements of such commitment. Purchaser shall furnish Seller with a copy of such commitment promptly after receipt thereof. If Purchaser fails to obtain such commitment on or before the date set forth above, then, unless the parties agree to extend such date or Purchaser delivers to Seller a written waiver of this condition, this contract shall be automatically cancelled as of such date and both parties shall thereafter be released and discharged from all liability under this contract, except that the downpayment under this contract shall be promptly refunded to Purchaser.

Conflict with  
Printed Form

Mortgage  
Commitment  
Condition

**Title Report**

C. Purchaser shall apply for a title search and report promptly after receipt of the mortgage commitment referred to above or, if this contract is not conditioned upon issuance of a mortgage commitment, promptly after execution and delivery of this contract by both parties. A copy of the title report shall be forwarded to Seller's attorney upon receipt.

**Certificate of Occupancy**

D. Seller shall deliver to Purchaser at the Closing a certificate of occupancy for the Premises or evidence satisfactory to Purchaser and Purchaser's lending institution that a certificate of occupancy is not required.

**Condition of Systems and Appliances**

E. All plumbing, heating, electrical and mechanical systems and all appliances which are included in this sale shall be in working order at the Closing. Seller's liability for non-working appliances shall be the fair market value of the appliances on the date of closing.

**Ownership and Seller's Power to Sell**

F. Seller represents that Seller is the sole owner of the Premises and has full power and authority to sell the same.

**Delivery of Possession at the Closing**

G. Seller shall deliver to Purchaser at the Closing possession of the Premises, vacant and broom clean, and keys to the Premises.

**Assignment By Purchaser**

H. If Purchaser is to give a purchase money note and mortgage to Seller as part of the purchase price, this contract may not be assigned by Purchaser.

**Non-Survival of Seller's Liability**

I. Seller shall have no liability after the Closing for any obligation, statement or representation of Seller set forth in the contract unless it is accompanied by a statement that it shall survive the Closing.

**Downpayment in Escrow**

J. The amount to be paid to Seller on the signing of this contract shall be paid for Seller's account to Seller's attorney to be held in escrow in a separate non-interest bearing account until the Closing, at which time such amount shall be paid to Seller. If for any reason the Closing does not occur and either Seller or Purchaser makes a written demand upon Seller's attorney for payment of such amount, Seller's attorney shall give at least 5 days written notice to the other party of such demand and of his intention to pay over such amount to the other party on a stated date.



K. This contract is subject to a satisfactory termite and engineering inspection to be completed at Purchaser's expense prior to November 3, 1987. In the event that termite infestation or damage is found or structural defect is revealed, then and in that event Seller may cure same or declare the contract null and void and return all monies paid hereunder.

If Seller's attorney does not receive a written objection to the proposed payment before the proposed date for making such proposed payment, Seller's attorney is hereby authorized and directed to make such payment. If such other party delivers to Seller's attorney written objection to such payment before the proposed payment date, Seller's attorney shall continue to hold such amount until otherwise directed by written instructions by all parties or a final judgment of a court. In the event of such a dispute, Seller's attorney may deposit such amount with an appropriate court and, after giving written notice of such action to the parties, Seller's attorney shall have no further obligations with respect to such amount. Seller's attorney shall receive no payment for handling such amount and shall not be liable for such handling except in the case of gross negligence or willful disregard of the provisions of this contract. By signing this rider, Seller's attorney has agreed to act as escrow agent as provided above.

Clifford J. Russ  
CLIFFORD J. *Seller* RUSS

Vilma M. Russ  
VILMA M. *Seller* RUSS

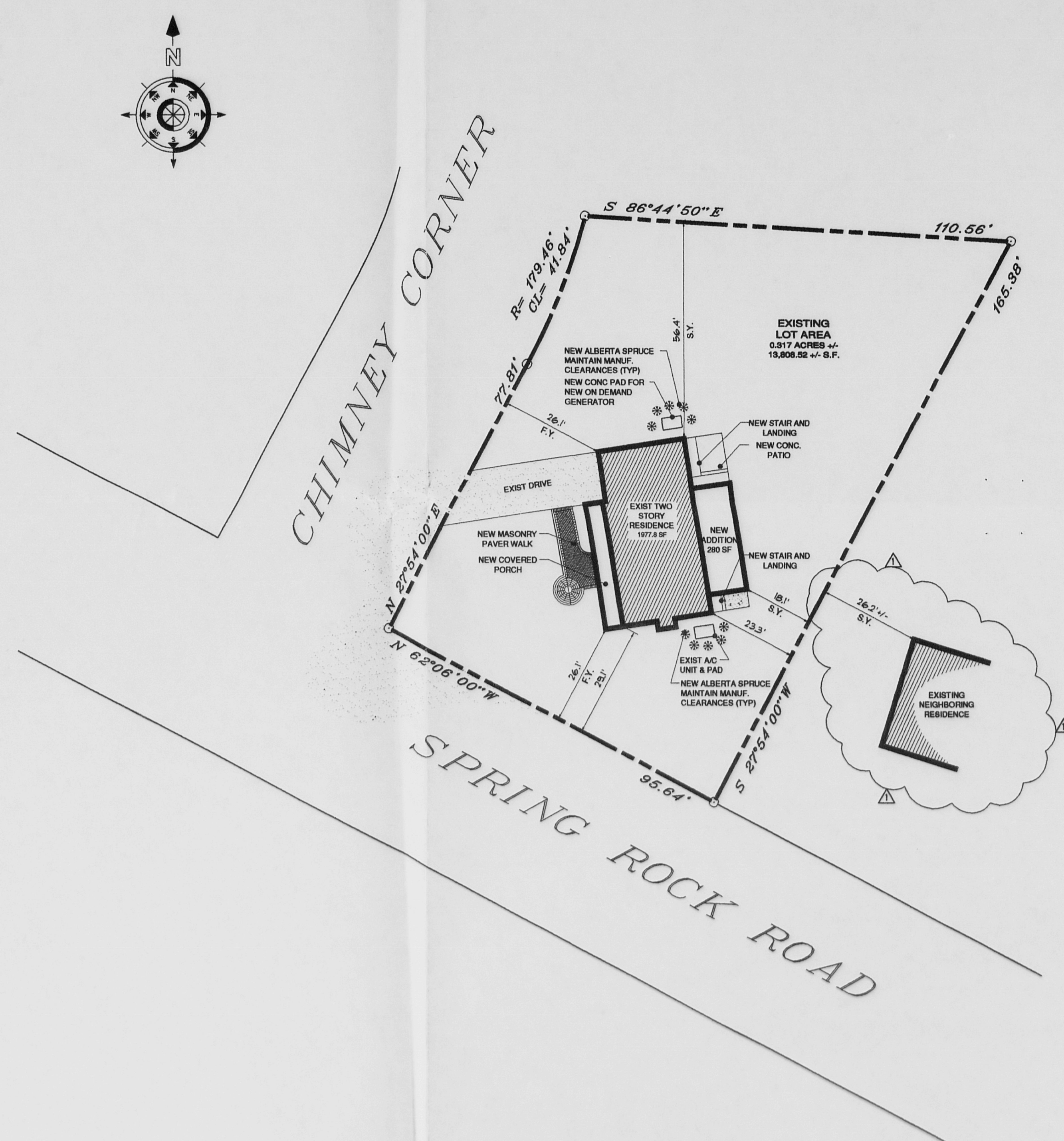
Lois L. Lyon  
LOIS L. *Purchaser* LYON

*Purchaser*

Sandra L. Carr  
*Seller's Attorney*

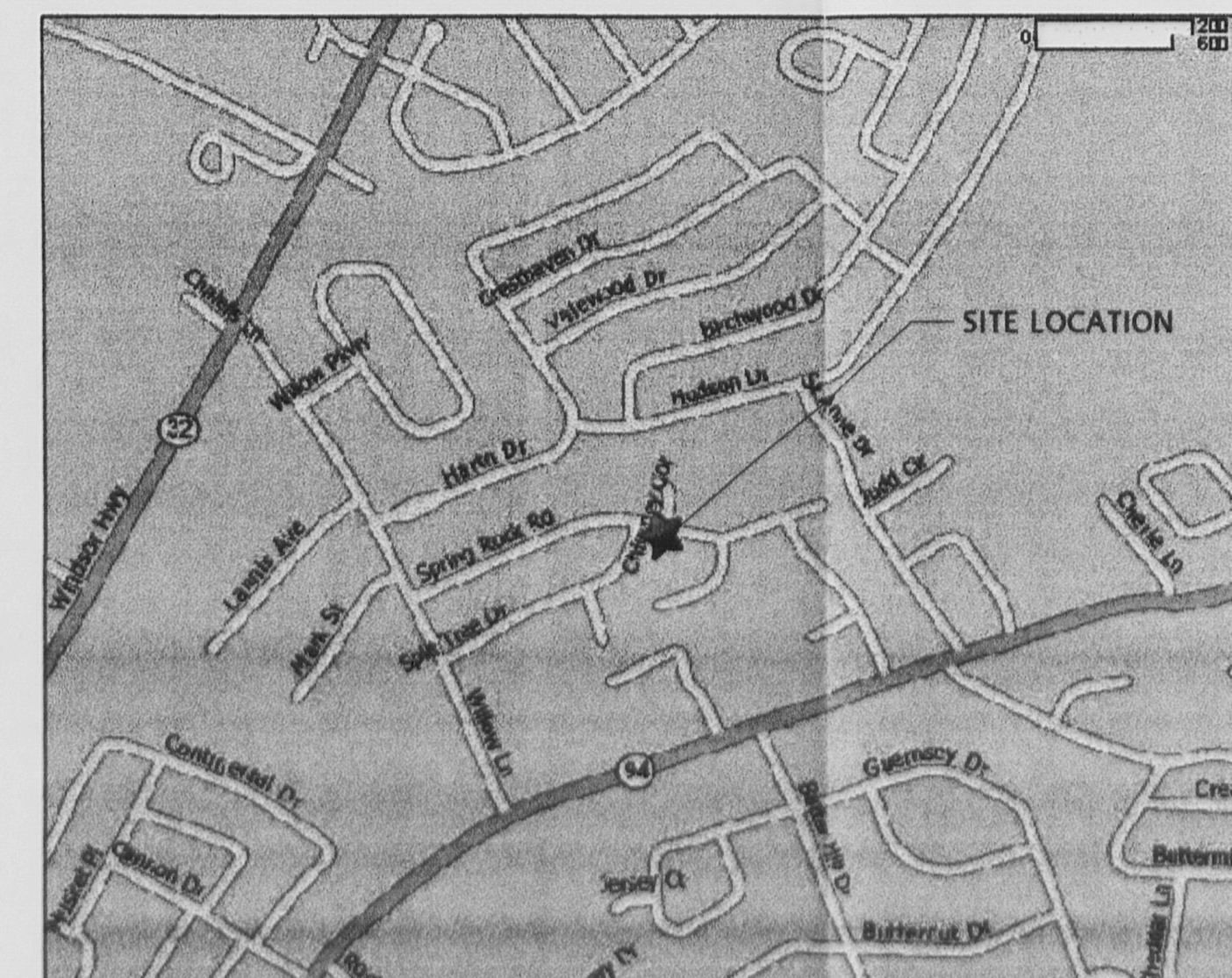


2/3/2007 Project: 07144 Lyon Residence Addition, S-1, 5/27/2008 4:30:14 PM.  
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1 Site Plan  
S-1 Scale: 1" = 20'-0"

BULK TABLE REQUIREMENTS						
ZONING INFORMATION	ZONE :		R-4 DISTRICT			
	Use :		Single Family Dwelling			
	Permitted with:		By Right of Zone Classification			
MINIMUM REQUIREMENTS						
	Required		Existing		Proposed	Change
Lot Area	43,560	SQ. FT	13,808.52	SQ. FT +/- *	13,808.52	SF +/- 0 NO
Lot Width	125	FT	95.64	FT *	95.64	FT 0 NO
Min. Livable SF	1200	SQ. FT	1,545	SQ. FT +/-	1,825	SF +/- + 280 YES
Street Frontage	70	FT	95.64	FT	95.64	FT 0 NO
YARD SETBACKS						
	Required		Existing		Proposed	Change
Front	45	FT	26.1'	FT +/- *	26.1'	FT +/- 0 NO
Side	20	FT	23.3'	FT +/-	18.1	FT +/- -5.2' YES
Both	40	FT	19.1'	FT +/-	14.5'	FT +/- -5.2' YES
MAXIMUM PERMITTED						
	Permitted		Existing		Proposed	Change
Developmental Coverage	20%	/ 2,762 SQ. FT	15.4%	/ 2,130 SQFT +/-	17.4%	/ 2,400 SQFT +/- + 2% YES
Height	35'-0"		23	FT +/-	23	FT +/- 0 NO
F.A.R.	N/A		N/A		N/A	N/A
* INDICATES PRE-EXISTING NON-CONFORMING CONDITION						



2 Site Location Map  
S-1 Scale: N.T.S.



Lyon Residence Addition

Mrs. Lois L. Lyon  
21 Chalmers Pl., Apt. 5B  
New Windsor, New York 12553

Date: 4.1.2008

Revisions: 5.12.2008

Drawn By: MJ, DC, JA & JT

FOR ZONING BOARD OF APPEALS APPROVAL

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ARCHITECTURE  
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